

# **REQUEST FOR QUALIFICATIONS**

## **Long Bridge Environmental Impact Statement (EIS)**

### **1. Introduction**

The District of Columbia Department of Transportation (“DDOT”), pursuant to the Procurement Practices Reform Act of 2010 (“PPRA”), is issuing this Request for Qualifications (“RFQ”) to solicit Statements of Qualifications (“SOQ”s) from firms (“Offerors”) for the preparation of the Long Bridge Environmental Impact Statement (“EIS”).

### **2. Project Background**

The two-track Long Bridge across the Potomac River in the District of Columbia and the Commonwealth of Virginia is a strategic transportation asset for the Eastern Seaboard. Owned and operated by CSX Transportation (CSXT), it is the southernmost rail crossing of a Chesapeake Bay estuary and the easternmost rail crossing of the Potomac River. The next closest crossing is nearly 60 miles to the west in Harpers Ferry, WV.

Commuter, intercity and freight train traffic across the bridge is projected to grow dramatically over the next decade with planned expansions of Virginia Railway Express (VRE) service, realignments of the national freight railroad network, and the development of the Southeast High Speed Rail Corridor. DDOT completed an initial study of the Long Bridge (Phase I) in January of 2015, which identified the need for additional railroad capacity and is currently conducting a subsequent Phase II Long Bridge Study in preparation for the EIS.

### **3. Project Scope**

The proposed study area limits are the north end of the Crystal City VRE station and VA (Virginia) Interlocking on the CSXT RF&P Subdivision.

Prepare the required National Environmental Protection Act (NEPA) documentation for the Federal Railroad Administration (FRA) (the lead federal agency) and cooperating agencies to assess environmental, economic, and transportation issues associated with providing additional railroad capacity at Long Bridge. The EIS will comply with the requirements of the related environmental laws and regulations, including Section 106 of the National Historic Preservation Act (54 USC § 300101), the Section 4(f) of the US DOT Act (49 USC § 303), the Council on Environmental Quality (CEQ) regulations (40 CFR Part 1500 *et seq.*), FRA’s *Procedures for the Consideration of Environmental Impacts* (effective May 26, 1999) and *Update to NEPA Implementing Procedures* (effective January 14, 2013).

#### **a) Project Management**

- i. Ensure that the Project stays on schedule and within budget.
- ii. The Offeror shall identify specific strategies to streamline the project development process in terms of sequencing key activities, regulatory approvals and permits.
- iii. Hold bi-weekly project progress meetings with DDOT and partners; provide a draft agenda three (3) business days in advance of meetings.

- iv. Complete detailed and accurate meeting minutes within three (3) business days for review and approval.
- v. Develop a detailed Project Work Plan to include information on the Project team organization, team decision making, roles and responsibilities and interaction with FRA, communication standards, invoicing and progress reporting methods and procedures, and the scope of work.
- vi. Submit monthly progress reports and invoices to include tracking of budgets and schedules with a summary by task of progress made during the reporting period, separated into logical elements of work. This shall include pertinent data sufficient to explain project progress, meetings attended and other specific activities covered by the invoice period, including an explanation of any technical and/or schedule issues which may have occurred or are expected to arise and recommendations to resolve or address issues identified in terms of scope, schedule and budget.
- vii. Perform Quality Assurance and Quality Control (QA/QC) of all deliverables.

**Deliverables:**

- Detailed Project Work Plan and Schedule with milestones and deliverables
- Meeting Log and Minutes of Project Progress Meetings with FRA (to be included with monthly progress reports)
- Monthly Progress Reports
- Monthly Invoices

**a) Environmental Data Collection and Inventory**

- i. Review Phase I and II data collected and identify if additional data is necessary to augment the environmental data collection effort previously completed to prepare a detailed inventory of all environmental resources in the primary study area.
- ii. Prepare a detailed inventory of all environmental resources in the primary study area in accordance with CEQ regulations and guidance, FTA and FRA's NEPA guidance, and all other applicable federal, state, and District of Columbia laws, regulations and requirements. The environmental data, at a minimum, shall include:
  - a. Historic & archaeological resources
  - b. Parks
  - c. Land use and zoning
  - d. Land acquisition and displacement
  - e. Community resources
  - f. Environmental justice
  - g. Utilities
  - h. Noise and Vibration analysis
  - i. Water quality
  - j. Endangered and threatened species
  - k. Flood plains
  - l. Fish and wildlife issues
  - m. Hazardous waste and materials/contaminated soil investigation

n. Air quality

**Deliverables:**

- Draft and Final Environmental Data Collection Report.

**b) Bridge Structure Data Collection and Evaluation**

In coordination with CSXT, submit an evaluation of the existing state of repair of the Long Bridge based on an analysis not limited to: Load Capacity Analysis of Specific Substructure Elements and Superstructure; Deck Inspection; Inspection of Exterior and Interior Faces of Substructure Elements; and an Overall Superstructure Assessment

**Deliverables:**

- Bridge Inspection Report

**c) Transportation Analysis and Evaluation**

- i. Analyze rail transportation conditions and impacts of the Long-Range Service Plan completed during the Phase II Long Bridge Study and proposed bridge alternatives.
- ii. Further evaluate and confirm future freight and passenger demand capacity needs and train volume and flow data for the selected alternatives in consultation with FRA for analysis. Consider freight and passenger demand, and long-range projections for Intercity Passenger Rail (IPR), commuter rail, and freight rail service over the Long Bridge to determine the number of train crossings.
- iii. Based on the Long-Range Service Plan, evaluate the current rail operations within the study area and determine the potential impacts of alternatives on future rail operations.
- iv. Collect and evaluate the data necessary to understand current rail operations, including: existing capacity of the Long Bridge (incorporating present IPR, commuter rail, and freight rail traffic); train control and signaling systems present in the study area; station dwell times within the study area; passenger loading levels; any operational issues within the study area; and forecasted growth and capacity using appropriate analysis tools.
- v. As necessary, update the Long-Range Service Plan with any changes in service provider plans or other conditions that have occurred between the Phase II study and NEPA development.
- vi. Compile and prepare a safety conditions report within the study area, including train accident data report.
- vii. Evaluate IPR, commuter rail, and freight rail volumes for existing year; forecasted opening year to be determined; and design year volumes for each of the alternatives for weekday A.M. peak hours, P.M. peak hours, and midday hours.
- viii. Model existing and future rail traffic volumes and forecast travel demand using data from the Long-Range Service Plan and incorporate Freight Analysis Framework (FAF) into the forecasting.
- ix. Analyze forecasted rail traffic volumes and travel delay using Rail Traffic Controller (RTC) model for train operations.
- x. Submit a Transportation Analysis and Evaluation Report on the existing conditions, opening, and design year operations and transportation analysis of alternatives.

**Deliverables:**

- Draft and Final Transportation Analysis and Evaluation Report

**d) Purpose and Need Statement and Evaluation Framework**

Update and refine, in consultation with FRA, the draft Purpose and Need Statement from the Phase II Long Bridge Study and build upon an evaluation methodology and criteria framework against which the performance of alternatives will be evaluated.

**Deliverables:**

- Technical Memorandum documenting Draft Purpose and Need Statement and Evaluation Methodology and Criteria.

**e) Design and Alternatives Development**

- i. Develop and analyze, at a minimum, four (4) alternatives, including a no-build option screened under the defined Evaluation Methodology and Criteria.
- ii. Develop conceptual engineering plans containing the amount of design needed to adequately identify and assess impacts, which could include bridges, track, and signals. The conceptual designs will include functional plans that include typical sections, cross sections, plan view, and profiles. A concept level constructability review will be performed for all alternatives.
- iii. Develop construction cost estimates, which will include cost breakdown and cost by line items in FRA/FTA Standard Cost Categories (SCC). Cost estimates shall be provided in both current year and year of expenditure (YOE) dollars.
- iv. Upon selection of a preferred alternative, the design will be advanced to a level of completion sufficient to support the start of final design (approximately 30%) including updated construction cost estimates.

**Deliverables:**

- Draft and Final Alternatives Development and Analysis Report
- Conceptual design plans & cost estimates (all alternatives)
- Preliminary engineering plans and cost estimates (preferred alternative only)

**f) Environmental Analysis**

- i. Analyze the existing environment for the environmental data listed in Task 2 and the potential impacts of the project to prepare the Affected Environment and Environmental Consequences Chapters. These assessments shall use requirements of the related environmental laws and regulations, including Section 106, Section 4(f), the CEQ regulations, and FRA's *Procedures for the Consideration of Environmental Impacts* (effective May 26, 1999) and *Update to NEPA Implementing Procedures* (effective January 14, 2013) to determine if a project action will have significant environmental consequences. Any additional FTA requirements will be identified as needed with FRA guidance.
- ii. Develop mitigation and improvements that describe the nature of the existing and future problems, their impacts, the anticipated difficulty in solving it, the potential benefits, and the mitigation steps to be taken.

- iii. Conduct and prepare a Section 4(f) Evaluation and Section 106 study to address potential impacts of the project on nearby areas, including an analysis of alternatives and documentation of impacts and required mitigation. The consultant will coordinate with FRA, NPS, DC SHPO, and other federal, District, and Virginia agencies as appropriate.

**Deliverables:**

- Draft and Final Environmental Analysis and Mitigation Report

**g) Notice of Availability**

A notice of availability shall be drafted for the Draft Environmental Impact Statement (DEIS), the Final Environmental Impact Statement (FEIS), and record of decision (ROD).

**h) Public Involvement and Interagency Coordination**

- i. Review and update as necessary the Public Involvement Plan (PIP) from Phase II according to FRA requirements.
- ii. Review and update as necessary the Interagency Coordination Plan from Phase II to outline stakeholder involvement, roles, and responsibilities.
- iii. Review and update as necessary the public project website from Phase II with relevant materials for the duration of the study.

**Deliverables:**

- Draft and Final PIP and Interagency Coordination Plan

**i) Cost and Constructability Review**

Review and update the estimating methodology for capital and operating costs from Phase II, sources of cost data used, cost estimating assumptions, estimate limitations including preliminary assessment of risks, and the actual cost estimates for alternatives, including a no-build option will be developed. If applicable, the cost estimates will be based on local cost data. The cost estimates shall be provided in both current year and year of expenditure (YOE) dollars.

**Deliverables:**

- Draft and Final Cost Estimates and Draft and Final Constructability Review Report

**j) Environmental Impact Statement**

- i. Prepare a DEIS and FEIS document that incorporates all previous data collection and alternative analysis conducted consistent with the requirements of the related environmental laws and regulations, including Section 106, Section 4(f), the CEQ regulations (40 CFR Part 1500 *et seq.*), FRA's *Procedures for the Consideration of Environmental Impacts* (effective May 26, 1999) and FRA's NEPA guidance document *Update to NEPA Implementing Procedures* (effective January 14, 2013). The DEIS/FEIS documents will include: Executive Summary; Table of Contents; Purpose and Need; Alternatives; Affected Environment; Environmental Consequences; Section 4(f); Public & Agency Coordination; References; List of Preparers; Distribution List; Sec 106 Report; Other Appendices as needed. The final NEPA document will include all formal

- comments received in writing (public and agency) and show how each comment was addressed.
- ii. Prepare a Record of Decision (ROD) for the FEIS for FRA (the lead federal agency) and any cooperating agencies.
  - iii. Prepare a Section 106 evaluation in accordance with the National Historic Preservation Act implementing regulations, 36 CFR Part 800 *et seq.*, and a Section 4(f) evaluation in accordance with the US DOT Act and US DOT guidance.
  - iv. Prepare an approval implementation analysis and schedule to determine potential permits, approvals, or other actions necessary to implement the preferred alternative, including construction phasing and maintenance of traffic recommendations.

**Deliverables:**

- DEIS outline
- Draft and Final DEIS for public review
- Draft and Final FEIS
- Draft and Final ROD

#### **4. Key Personnel**

In response to the anticipated scope for the Long Bridge EIS, DDOT has identified the following key personnel positions:

- a) **Project Manager** – The Project Manager will be responsible for the overall management and delivery of projects as assigned by task order. The Project Manager will be responsible for ensuring that personnel and other resources are made available when needed. The Project Manager must have at least 10 years' experience in a comparable function. The Project Manager will be expected to possess the following qualifications and abilities:
  - i) Strong and effective management skills capable of providing overall direction, coordination and accomplishment of contractual functions and requirements on the procurement of design and construction services.
  - ii) Ability to establish and maintain effective working relationships with, and evaluate the work of staff, consultants, and others.
  - iii) Use of tact and discretion in dealing with those contacted in the course of the work.
  - iv) Fostering development of excellent and responsible environmental, architectural, and engineering design.
  - v) Ability to communicate effectively, orally and in writing especially on technical subjects; expertise in preparing written reports, correspondence, and in briefing clients and management personnel.
  - vi) Knowledge of and familiarity with related environmental and engineering fields sufficient to ensure that areas of overlapping responsibilities between technical disciplines receive proper consideration.
- b) **Environmental Manager** – The Environmental Manager will be responsible for providing environmental oversight and guidance. The Environmental Manager shall have demonstrated experience in federal and local NEPA requirements, environmental permitting, environmental mitigation, and environmental compliance. The Environmental Manager shall be responsible for

coordinating all required environmental permitting and work, and have at least 10 years' relevant experience.

- c) **Rail Operations Analyst** – The Rail Operations Analyst shall be responsible to determine rail operations impacts based on the developed alternatives and have at least 25 years' relevant experience.
- d) **Copy Editor** – The Copy Editor will review all written materials and reports prior to submission to DDOT and ensure that all materials are free of any grammatical, punctuation and spelling error and comply with the required style guide. The Copy Editor must hold a bachelor's degree in journalism, English or related field.

## **5. Conflicts**

The Consultant awarded this contract will be excluded from competing as a bidder or offeror either as a prime contractor or consultant, or as a member of any team for any future Long Bridge design, construction, design-build, and construction management projects during the life of this Contract, unless released by DDOT at DDOT's sole option and discretion. If a subconsultant is not otherwise conflicted out, DDOT intends, upon request, to allow participation by such subconsultants on future Long Bridge projects during the life of this Contract.

Offerors must provide information regarding all potential organization conflict of interest in their Statements of Qualification, including all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest, as required by 23 CFR 636.116. The Contracting Officer will determine whether an organizational conflict of interest exists and what actions are necessary to avoid, neutralize, or mitigate such conflict. See also 27 DCMR § 2222.

## **6. Selection Process**

### **a) Form 330**

Offerors must complete U.S. Government Standard Form 330 in response to this RFQ. The form will be used in the selection of an experienced Architect/Engineering ("A/E") firm as the Consultant. Specific scope elements and key personnel are further defined in this RFQ. Offeror's responses in the Form 330 will be used to evaluate Offeror with respect to the evaluation criteria set forth in Section 9 of this RFQ.

### **b) Qualifications-Based Selection**

- i. Consultant selection will be in accordance with the provisions of Title 27, Sections 2620 through 2628 of the District of Columbia Municipal Regulations ("DCMR"), Title 40, Sections 1101 through 1004, of the United States Code ("USC"); and Title 48, Chapter 1, Subpart 36-6 of the Code of Federal Regulations ("CFR"). This procurement will be use a multi-step qualifications-based selection process.
- ii. In step two, the Contracting Officer will review the recommendations of the Evaluation Board and will, with the advice of appropriate technical and staff representative, make the final selection. The final selection shall be a listing, in order of preference, of the firms considered most highly qualified to perform the work. If the firm listed as the most

preferred is not recommended as the most highly qualified by the Evaluation Board, then the Contracting Officer will include in the contract file a written explanation of the reason for the selection. All firms on the final selection list will be considered “selected firms” with which the Contracting Officer may negotiate.

- iii. In step three, negotiations will start with the highest-ranked among the listed selected firms. If negotiations are not successful with an Offeror, then the Contracting Officer will proceed to the next highest-ranked Offeror. The Contracting Officer may request rates, hourly rates by position, profit factors, overhead rates, and other negotiations of indirect cost rates (as that term is defined under the applicable federal law and regulation). Pricing may be part of negotiations in step three. Pricing may also be negotiated on a task order basis.

An Evaluation Board appointed by the Contracting Officer, will:

- (a) Evaluate each submitted response.
- (b) Evaluate the firms in accordance with the criteria set forth in this RFQ.
- (c) Hold interviews with at least three (3) of the most highly qualified firms about concepts and the relative utility of alternative methods of furnishing the required services (but not concerning fees).
- (d) Prepare a selection report for the Contracting Officer recommending, in order of preference, at least three (3) firms that are evaluated to be the most highly qualified to perform the required services to participate in a RFP.

### **c) Award**

The terms of individual task orders, including price, will be negotiated in response to the issuance of a Request for Task Order Proposal by DDOT. At the conclusion of this procurement, the successful Offeror will have the opportunity to be awarded one (1) Indefinite Delivery/Indefinite Quantity (“IDIQ”) contract (the “Contract”) for the Long Bridge Environmental Impact Statement. The Contract will have a base term of 2 years, with one (1) year option. Based upon current forecasts and projections, DDOT currently estimates this opportunity to be between \$3.5 million to \$ 4.5 million if all 3 years of the contract are exercised; however, this is subject to change. No particular contract amount minimum guarantee is made.

All Offerors shall note that the IDIQ contract will contain the following provisions:

- i. Excluding subconsultant costs and all costs associated with maintaining E-Builder or the project website, direct expenses will be limited to \$20,000.00 per year of the Contract.
- ii. The maximum allowable mark-up for subconsultants by the Consultant shall be limited to no more than five percent (5%). This amount will be converted to a fixed dollar amount for each task order.
- iii. Direct Salary Expense (“DSE”) is defined as the actual salaries, expressed on an hourly wage basis, prior to deductions for employment taxes (such as FICA, Medicare, income tax withholding) and employee-paid benefits, of all personnel, including Consultant’s employees directly engaged on the Project (and performing consultations or research or preparing documents for the Project). DSE shall exclude mandatory and customary fringe benefits and employee benefits (such as employer-paid insurance, sick leave, holidays, vacation, pensions and similar contributions, or additions such as



bonuses or other surplus payments), overhead expense (which includes salaries of bookkeepers, secretaries, clerks, and the like), and profit relating to the Project. Any multiplier applied to such DSE shall be for the purpose of covering such fringe benefits, expense, and profit. All personnel shall mean anyone employed by the Consultant and its subconsultants including, but not limited to, Key Personnel as defined in this RFQ, engineers, architects, officers, principals, associates, CADD technicians, designers, job captains, draftspersons, and writers, who are performing consultation, research or design, or who are producing documents pertaining to the Project, or who are performing program management services during planning, design, or construction of the Project or any component thereof that are directly attributable to, and necessary for, program management related to such planning, design, or construction.

- iv. Consultant's indirect cost rate shall comply with 48 CFR Part 31 (Federal Acquisition Regulation); 2 C.F.R. Part 200; and 23 C.F.R. § 172. Subconsultant's (at all tiers) indirect cost rates are subject to the same requirements. Consultant shall provide separate indirect cost rates for home office and co-location. Consultant's indirect cost rate is subject to audit. An indirect cost rate that is cognizant-approved, or otherwise acceptable under then-current laws and regulations, shall be used.
- v. Consultants that do not have an audited, cognizant-approved indirect cost rate may use provisional rates to the extent permitted by, and in accordance with, the Federal Acquisition Regulation.
- vi. Consultant's maximum profit rate, when based on hourly rates, shall be ten percent (10%) of the total of DSE plus the approved indirect cost rate.
- vii. Consultant's compensation, when based on hourly rates, shall be the total of DSE, approved indirect cost rate, and profit, each as defined herein.
- viii. Prior to award, the successful Offeror will be required to submit certified payroll for all anticipated staff working on the project – including certified payroll for all subconsultants. Certified payroll will be required to be submitted annually throughout the life of the Contract.
- ix. Task orders may be agreed to on the basis of any permissible means of compensation, such as lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation, as appropriate to the task order.
- x. If subconsultants are agreed upon by DDOT and the successful Offeror during negotiations between the Offeror and DDOT, then the Consultant will be permitted to subcontract only with such firms, pursuant to Title 48, Chapter 1, Section 44.204(b) of the Code of Federal Regulations.
- xi. The resultant Contract will also contain, without limitation, the following provisions:
  - a. General Provisions for Federally Funded Agreements, February 19, 1981, revised March 2, 2001.
  - b. The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts (2010).
  - c. U.S. Department of Labor SCA Wage Determination-WD No., 2005-2103 Rev.16 Date of Revision 7/8/2015 (or more recent version). Available at: <http://www.wdol.gov/sca.aspx>
  - d. Fair Criminal Record Screening: The Consultant will be required to comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152).

- e. Other provisions as applicable or as determined by the District of Columbia. Offerors are advised to consult “Required Solicitation Documents” found at <http://ocp.dc.gov/node/599822>.
- xii. “Contract Documents” shall mean
  - a. A Contract executed by the District and the Consultant, including all exhibits and attachments thereto
  - b. A fully executed Task Order pursuant to the Contract
  - c. A modification of the Contract which means (i) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Force Account Change Order, or (4) a Directive Letter
  - d. Offeror’s response to this solicitation and to any subsequent Request for Proposals
- xiii. If there are conflicting provisions between or among Contract Documents, then the governing order of precedence shall be as follows:
  - a. The Contract, as modified, including the Federal Standard Contract Provisions and the OCP Standard Contract Provisions; if there is a conflict between the Federal Standard Contract Provisions and the OCP Standard Provisions, then the Federal Standard Contract Provisions shall prevail;
  - b. Contract attachments other than the Federal and OCP Standard Contract Provisions, unless in conflict with applicable law or regulation
  - c. In the following order: Task Order statement of work, Task Order attachments associated with the particular Task Order, and Consultant’s Task Order quote or proposal.
  - d. Consultant’s response to this solicitation and any resultant proposals to the extent that they meet or exceed the requirements of the Contract; if the response or proposal include statements that can reasonably be interpreted as offers to provide higher quality or greater quantity than otherwise required by the Contract Documents, or to perform services in addition to those otherwise required or otherwise contain terms which are more advantageous to the District than the requirements of the other Contract Documents, then the Consultant’s obligations hereunder shall include compliance with all such statements, offers, and terms.

Notwithstanding the foregoing, in the event of conflicting requirements involving any requirement within the Contract Documents, the District shall have the right to determine, in its sole option and discretion, which requirement(s) apply. The Consultant shall request the District’s determination respecting the order of precedence among conflicting provisions promptly upon becoming aware of any such conflict. The District reserves the right to determine that the requirement that requires the better quality, greater quantity, or greater benefit to the District shall apply.

- xiv. Living wage: Offerors should consult the District of Columbia Living Wage Notice at <http://ocp.dc.gov/publication/2016-living-wage-notice>.

The successful Offeror will be required to submit the applicable documentation found at <http://ocp.dc.gov/node/599822> including, but not limited to, the Bidder-Offeror Certification Form and, for District businesses, the Tax Certification Form.

**d) Schedule.**

The following milestone dates and time durations are anticipated, and are subject to change.

Advertise Project	August 3, 2016
Last Day to Submit Questions	August 19, 2016
Submittal of Qualifications	September 7, 2016
Hold Discussions/Interviews	September 19-21, 2016
Award and NTP	October, 2016

## **7. Submittal Process and Requirements**

### **a) Form 330**

Offerors must submit U.S. Government Standard Form 330 in response to this RFQ. Any other format will be considered non-responsive and will not be evaluated by DDOT. Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation. Such information may be solicited from firms qualified by DDOT to participate in the negotiation phase of the selection process. Offeror's Form 330 responses will be used to rank Offeror with respect to the evaluation criteria contained in Section 9 of this RFQ.

### **b) Minimum Requirements**

In addition to the Form 330, each Offeror must submit the following:

- i. A Letter of Submittal on the Offeror's letterhead that must include the following:
  - a. The Offeror's expression of interest in being selected for the Project.
  - b. The individual who will serve as the Offeror's Point-of-Contact ("POC"), including the POC's title, address, phone and fax numbers, and email address.
  - c. The individual who will serve as the Offeror's secondary POC, including title, address, phone and fax numbers, and email address.
  - d. The signature of an authorized representative of the Offeror's organization. All signatures will be original and signed in ink. If creation of a joint venture is in process but not yet formed, each authorized representative of each member firm will sign the letter of submittal.
- ii. Disadvantaged Business Enterprise ("DBE") statement within the Letter of Submittal confirming Offeror is committed to achieving the required DBE goal overall and for each task order.

Failure to submit the items required in this Section b) may result in the submittal being deemed non-responsive.

### **c) Website**

The RFQ documents and any amendments or updates to the RFQ will be available on the D.C. Office of Contracting and Procurement's website: <http://ocp.dc.gov>.

**d) Amendments**

Offerors shall acknowledge receipt of any amendment to this solicitation.

**e) Subconsultants**

Offeror must identify any subconsultants that are included as part of Offeror's proposed team, including their role-related experience. Offeror must list projects for which the subconsultant(s) has worked with the Offeror.

**f) Submittal Requirements**

All Offerors shall note the following requirements. For the purpose of this solicitation, each printed side shall be considered one (1) page.

- i. All responses shall be bound, double-side print with no font size smaller than 11 point.
- ii. All pages shall be oriented in such a way that no page is greater than 8.5" x 11".
- iii. All resumes for proposed staff shall be included.
- iv. To be considered responsive, one (1) USB flash drive and five (5) hard copies of the Standard Form 330 must be received by the Offeror by 2:00 p.m. on August 29, 2016, at the following location:

Mr. Steve Wishod  
Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
55 M Street, SE  
4<sup>th</sup> Floor – Bid Room  
Washington, D. C. 20003

- v. Offerors may submit questions in writing to DDOT up to 21 calendar days prior to the submission deadline.
- vi. DDOT will not acknowledge or receive submissions in response to this RFQ that are delivered by telephone or facsimile (fax).

**g) District of Columbia's Reservation of Rights**

DDOT may evaluate the response to this RFQ based on the anticipated completion of all or any portion of the EIS. DDOT reserves the right to divide the EIS into multiple parts, to reject any and all Qualifications, and to re-solicit for new Qualifications, or to reject any and all submissions and temporarily or permanently abandon the EIS or any portion thereof. The District of Columbia makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ and no such representation is intended to be, or should be, construed by the issuance of this RFQ. The District of Columbia reserves the

right to waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting RFP or contract, when deemed to be in the District of Columbia's best interest.

**h) Acceptance of Evaluation Methodology**

By submitting its response to this RFQ, Offeror accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the District of Columbia.

**i) No Reimbursement for Costs**

Offeror acknowledges and accepts that any costs incurred from the Offeror’s participation in this RFQ process shall be at the sole risk and responsibility of the Offeror. Offerors submit responses to this RFQ at their own risk and expense.

**j) Disqualification**

Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by DDOT, at its sole option and discretion.

**k) Preparation of Submittal**

Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ and the potential RFPs for task orders. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of DDOT's needs.

**l) Representations**

Representations made within the Offeror's qualifications submittal and any subsequent proposal will be binding on responding firms. The District of Columbia will not be bound to act by any previous communication or submittal submitted by the Offeror firms other than in response to this RFQ.

**m) Compliance**

Failure to comply with the requirements contained in this RFQ may result in a finding that the Offeror is not qualified and is ineligible to submit a proposal in response to any subsequent RFP.

**n) Eligible Offerors**

Only individual firms (including, for example, individuals, sole proprietorships, corporations, limited liability companies, limited liability partnerships, and general partnerships) or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an Offeror from having subconsultants.)

**o) Ownership of Submissions and Freedom of Information Act**

The District of Columbia Freedom of Information Act (“FOIA”), District of Columbia Code (“DC Code”) Sections 2-531 through 2-539, provides that any person has the right to request access to records. All public bodies of the District government are required to disclose public records, except for those records, or portions of records, that are protected from disclosure by the exemptions found at DC Code § 2-534. Subject to the exceptions specified herein, and in the FOIA, all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to DDOT during the procurement process, whether included in response to this RFQ, or otherwise submitted, become the property of the District of Columbia upon delivery to DDOT, and will not be returned to the submitting parties. Proposers should familiarize themselves with the provisions of the FOIA requiring disclosure of public information and exceptions thereto. In no event shall the District of Columbia, DDOT, or any of their agents, representatives, consultants, directors, officers, or employees be liable to an Offeror or Offeror team member for the disclosure of any materials or information submitted in response to this RFQ.

#### **p) Protests**

Any Proposer who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350 N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer listed in this ITP.

#### **8. DBE Goal**

A 10% DBE subcontracting goal for firms certified as DBE’s in accordance with Title 49, Subtitle A, Part 26 of the CFR has been established for this federally-assisted contract. The contract will be subject to all applicable Federal regulations including Title VI of the Civil Rights Acts of 1964. If Offeror does not meet the DBE goal, then Offeror will be required to demonstrate good faith efforts in accordance with Title 49, Subtitle A, Part 26 of the CFR.

Title VI of the Civil Rights Act Of 1964, as amended:

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended. This Act provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of or be subject to discrimination in federally funded program and activities. See 42 U.S.C. §2000d *et seq.*

For additional information, refer to Exhibit A.

#### **9. Evaluation and Selection**

Offerors will be ranked by the Evaluation Board in descending order based on the total combined score comprised of the evaluation criteria score and the interview score, both as described below.

**a) Criteria**

Consultant selection will be based on the following criteria and corresponding maximum points:

- i. Professional qualifications necessary for satisfactory performance of required services and relevant experience of Project Manager and Key Personnel successfully completing NEPA documentation on time and within budget. Résumés of the Project Manager and each Key Personnel must indicate expert knowledge of their proposed role along with a proposed organization chart (25 points)
- ii. Specialized experience and technical competence in the types of work required as stated above in Section 3 (25 points)
- iii. Evidence of capacity to accomplish the work in the required time (20 points)
- iv. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules (10 points)
- v. Location in the general geographical area of the project, and knowledge of the locality of the project (10 points)
- vi. Previous experience successfully working with Amtrak, CSXT, DRPT and VRE, (10 points)

Maximum possible subtotal: 100 points

**b) Interviews**

The Offerors scoring the highest in the criteria above will be invited to participate in an oral presentation/interview. Offerors selected to participate will be notified in writing. Refer to the Schedule in Section 1.d) for estimated dates (which are subject to change). DDOT intends to invite at least three (3) Offerors to interview, but no more than four (4). Specific information about the location and time of the interview, and other details will be provided at the time of notification.

Oral interviews of no longer than 60 minutes will be conducted. The interview will begin with a 30-minute presentation by the Offeror followed by questions from the committee members.

Evaluation of the Oral Presentation/Interview will be as follows:

- i. In-depth team understanding of the EIS process– maximum score of 5 points
- ii. Offeror understanding of key stakeholders, permitting requirements, and strategy for public engagement – maximum score of 5 points
- iii. Offeror understanding of key issues and potential mitigation measures – maximum score of 5 points
- iv. Demonstrated capability of Offeror that Offeror's team used has used best practice, new technologies, and innovation on past projects, and will show how it will be implemented on the Project – maximum score of 10 points
- v. Offeror discussion of how quality will be incorporated throughout project activities and deliverables – maximum score of 10 points

- vi. Offeror's demonstrated in-depth knowledge of project scope, required services, proposed project approach, and items i through 8.a(v) above, in response to questions from Evaluation Board – maximum score of 15 points.

Maximum possible subtotal: 50 points

**c) Scoring Methodology.**

The Evaluation Board will review the submittals with reference to the evaluation factors specified in the Evaluation Criteria above in accordance with the rating scale provided in this Section and will assign a quantitative rating for each of the evaluation factors.

**i. Rating Scale**

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Proposer did not address the factor.
1	Poor	Marginally meets the minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

**ii. Application of Rating Scale**

The rating scale is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to fifty (50) points, using the Rating Scale above, if the District evaluates the Proposer's response as "Good," then the score for that evaluation factor is 4/5 of 50, or 40 points.

If sub-factors are applied, the Offeror's total score will be determined by adding the Offeror's score for each sub-factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.



**EXHIBIT A****PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE AND  
NON-DISADVANTAGED BUSINESS ENTERPRISE FIRMS**

**Policy:** The District Department of Transportation (DDOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The District Department of Transportation (DDOT) has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the District Department of Transportation (DDOT) has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the District Department of Transportation (DDOT) to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contracts;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Lisa Gregory, Esq., Chief Office of Civil Rights has been delegated as the DBE Liaison Officer. In that capacity, the Chief Office of Civil Rights is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the District Department of Transportation (DDOT) in its financial assistance agreements with the U.S. Department of Transportation.

The District Department of Transportation (DDOT) has disseminated this policy statement to the DDOT's Executive Team and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts on The District Department of Transportation (DDOT) website and on the agency bidders' document.

Sincerely,

Leif A. Dormsjo  
Director, District Department of Transportation

**Definitions** -The following definitions apply to this contract:

- A. **“Disadvantaged business”** means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. **“Small business concern means”**, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).
- C. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
  - Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
  - Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
    - “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    - “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    - Women;

- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The Contracting Officer shall make a rebuttable prerogative that individuals in the above groups are socially and economically disadvantaged. This prerogative shall be based on criteria set forth in 49 CFR Part 26. The Contracting Officer also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are socially and economically disadvantaged.

### **PROMPT PAYMENT/DBE CONTRACT COMPLIANCE SYSTEM**

**Prompt Payment:** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ***no later than 7 days*** from the receipt of each payment the prime contract receives from The District Department of Transportation (DDOT). The prime contractor agrees further to return retainage payments to each subcontractor within ***no later than 7 days*** after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DDOT. This clause applies to both “DBE and non-DBE subcontracts.” ***Failure to do so shall be grounds for appropriate action against the party involved (e.g.: findings of non-responsibility for future contracts and/or suspension and debarment).***

**DBE Contract Compliance System:** This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the Contract Compliance System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the Contract Compliance System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. District DOT’s Office of Civil Rights may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The Contract Compliance System is web-based and can be accessed at the following Internet address: <https://ddot.dbesystem.com>

Your firm **MUST** log into the system to review and update the required information **within 10 business days of receiving “NTP” from DDOT**. Please be advised that as the Prime Vendor, you are responsible for ensuring that all required information is entered, that it is accurate, and that your subcontractors verify payments received. Failure to cooperate with the Office of Civil Rights may result in breach of contract.

#### **The Prime must upload and report the following items:**

- Upload all signed agreements between the Prime and DBE firms well as the non-DBE subcontracts on the Contract Compliance System.
- Prime must report all payments to DBE firms and all subcontractors to the Contract Compliance System by the 15<sup>th</sup> of the month for the previous month activity under this project even if no activity for a month.

- A completed DDOT DBE Contractor Payment form and a copy of all cancelled check payments to DBE firms and all subcontractors should be Upload to Contract Compliance System by the 15th of the month for the previous month activity. A form **MUST** be completed monthly even if no activity for a month. (Attached)

***“Failure to do so shall be grounds for appropriate action against the party involved (e.g.: findings of non-responsibility for future contracts and/or suspension and debarment).”***

This online system allows vendors to actively support our efforts to achieve diversity participation, maintain accurate contact information, and report subcontractor payment details. As a Prime Vendor, you are required to log in to review and update certain specific information regarding payments to your subcontractors, and all contact information (name, address, phone, fax, email) for your firm and the subcontractors. You can also identify who in your firm should be our main contact for each of your contracts. To begin, follow the steps below:

1. Visit <https://ddot.dbesystem.com>. Follow the on-screen directions to **look up your account** and then access the secure system. Contact Customer Support via any of the system links if you have any questions while attempting to access your account.
2. **Review and update all contact and contract information** as necessary for your firm and subcontractors.
3. **Ask your subcontractors to log in** to review and confirm amount reported for each time period.

Each month from contract award until close out you are also required to log-in and report payment information. Payment information is reported by completing the pending **Contract Audits** which can be accessed from your Dashboard by clicking on “Contract Audits”. For each monthly audit, click on “Incomplete” in the Status column and report the amounts paid to each subcontractor during the month. You will also report the amount paid to you as the prime for the time period.

Repeat these steps for any additional incomplete audits on this or additional contracts that are assigned to you in the system.

**You may also register for upcoming training sessions to learn more about system functionality, as well as classes that focus specifically on reporting payment to subcontractors.** To register, click on “Training Classes” under Help & Tools from any screen in the system and click RSVP next to the “Contract Compliance Reporting – Vendor Training.” You can also access the training classes without logging in here <https://ddot.diversitycompliance.com/events.asp> Additional information is available by clicking on the “Information for Vendors” link on the right-hand side of the home page under System Links.

There is no cost to Contractors for this service. You may add as many users to you your account as necessary to report and view contract compliance data (please do not share accounts between people). If you require technical assistance during the process, please use the online support form or email [DDOT@dbesystem.com](mailto:DDOT@dbesystem.com).

Please contact the Office of Civil Rights for any of the following:

- If a DBE firm requires additional technical assistance in order to complete satisfactory performance on this project.
- Change Orders that affect the contract amount affects the DBE Goal. Please contact OCR if there are any change orders processed for this contract.

- If need arises that a joint check arrangement may be executed. You are required to contact OCR **prior** to execution of any joint check arrangement. A joint check arrangement must be approved by OCR!

To obtain additional information on DBE Compliance, please contact the Office of Civil Rights

***Mohammed Kabir, PHR/Sr. EO Federal Compliance Officer***

Office of Civil Rights

District Department of Transportation

55 M Street, SE, 3<sup>rd</sup> floor

Washington, DC 20003

(202) 299-2190

[Mohammed.Kabir@dc.gov](mailto:Mohammed.Kabir@dc.gov)

### **CONTRACT ASSURANCE /DBE CONTRACT GOALS:**

#### ***CONTRACT ASSURANCE***

The Contractor, Sub-recipient, Sub-consultant or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out all the applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as DDOT deems appropriate.

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by DDOT. For further information regarding Title VI, please contact the Office of Civil Rights, 55 M Street S.E. 3<sup>rd</sup> Floor. Washington, DC 20003. Our telephone number is: (202) 671-2620

The above information is applicable to every Contractor including every tier of sub-consultants, subcontractors, supplier or service providers on this project. It is the responsibility of the prime Contractor, and all sub-consultants, subcontractors, suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

#### **DBE CONTRACT GOALS:**

The bidder shall subcontract sixteen percent (16%) of the dollar value of the total amount of this DOT-assisted contract to qualified DBE subcontractors. A complete DBE plan containing a list of DBE firms to be utilized on this project or documentation demonstrating good faith efforts to meet the goal on this project must be submitted within five (5) working days subsequent to bid opening to:

DDOT

Office of Contracting and Procurement

55 M Street S.E. 7th Floor  
Washington, DC 20003

Because a DBE contract goal has been established for this contract, only bidders who demonstrate good faith efforts to meet this goal will be considered responsive by doing either of the following:

(A) Providing a DBE Plan that includes documentation that it has obtained enough DBE participation to meet the goal; or

(B) Providing documentation that it has made adequate good faith efforts to meet the goal, even though it did not succeed.

(A) DBE Plan shall include, but is not limited to the following:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts, as described below shall be submitted.

(B) Documentation of Adequate Good Faith Efforts Bidders who are unable to document that it has obtained enough DBE participation to meet the goal, must provide documentation showing that it made adequate good faith efforts to meet the goal, even though it did not succeed.

Demonstrating good faith efforts means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

The following is a list of types of actions which will be considered as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own force.

- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (a) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

The Office of Civil Rights takes the process of substitution of DBE firms on federal-aid contracts very seriously. Therefore, substitution of DBE firms will not be considered without proper written documentation and until all efforts to correct any disagreements have been made and both parties agree to the substitution.

- **"No terminations or substitutions of DBEs are allowed without the written prior approval by the Office of Civil Rights and following all requirements in 49 CFR Part 26.53 (f) (1)-(6)."** If a substitution is necessary the new firm must be within the

same NAIC Code as the previous DBE firm and must be approved by the Office of Civil Rights. All requests should be submitted to Mohammed Kabir, PHR, Sr. EO Local and Federal Compliance Officer, Office of Civil Rights, 55 M Street, SE 3rd Floor, Washington, DC 20003.

### **DDOT/WMATA DBE Directory:**

Our DBE Directory is a great resource for our Prime Contractors to identify partners that are DBE Certificated with District Department of Transportation and Washington Metropolitan Area Transit Authority. Our DBE Directory is updated daily.

<http://ddotfiles.com/db/DBE/dbe.php>

If a proposed partner from the Prime Contractors is not in the DDOT DBE Directory. Please contact our office.

#### ***Leutisha Stills, Equal Opportunity/DBE Program Specialist***

DDOT Office of Civil Rights

55 M Street, S.E., 3rd Floor

Washington, D.C. 20003

(202) 671-0479

[Leutisha.Stills@dc.gov](mailto:Leutisha.Stills@dc.gov)

#### ***Catherine Svoboda, DBE & Compliance Specialist***

WMATA - DBE

600 Fifth Street, NW, 3C

Washington, DC 20001

202-962-1854

[csvoboda@wmata.com](mailto:csvoboda@wmata.com)

[http://www.wmata.com/business/disadvantaged\\_business\\_enterprise/dbe\\_search.cfm](http://www.wmata.com/business/disadvantaged_business_enterprise/dbe_search.cfm)

***The above-referenced contract has DBE Utilization goals which you are required to meet as a material term of your contract. A Contractor's failure to carry out its commitment regarding DBE participation in the course of the Contract's performance may constitute a material breach of the Contract; and failure to meet commitments may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided. It is the Contractor's responsibility to report on its DBE participation.***